



JIM McDONNELL, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 19, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

53 May 19, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**BAILMENT AGREEMENT WITH THE CITY OF ROSEMEAD
FOR USE OF A 2015 CHEVROLET IMPALA
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Bailment Agreement (Agreement) with the City of Rosemead (City) for the use of a 2015 Chevrolet Impala, Vehicle Identification Number 2G1125S39F9140753 (Vehicle), which will be provided by the City. The Vehicle will be used exclusively by Department personnel assigned to the City's service area.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to execute the attached Agreement with the City for a term of six years unless extended or terminated.
2. Instruct the Acting Chief Executive Officer-Clerk of the Board to send a letter of appreciation to Mr. Jeff Allred, City Manager, for the City of Rosemead, 8838 East Valley Boulevard, Rosemead, California, 91770, for the generous use of the Vehicle.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City wishes to provide this Vehicle for exclusive use by Department personnel assigned to the position of Service Area Lieutenant. This Vehicle replaces the current loaned vehicle from the City, a 2009 Ford Crown Victoria, Department Unit Number SZ0770, which is being removed from service.

Implementation of Strategic Plan Goals

Approval of this Agreement supports the County's Strategic Plan, Goals 3, Integrated Services Delivery. This Vehicle will enhance both the quality and productivity of services provided to the City.

FISCAL IMPACT/FINANCING

The City will provide the Vehicle at no cost to the County. The Department shall pay for all fuel, washing, parking, garage, tolls, and fines. All maintenance, service, and/or repairs necessary for the daily operation of the Vehicle will be provided by the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement is for a period of six years. Either party may terminate the Agreement with five calendar days advance written notice to the other party. The Department will have full use of the Vehicle, while the City will hold title as both registered and legal owner of the Vehicle.

The County agrees to indemnify and defend the City from any and all liability, losses, or damages arising out of the County's use of the Vehicle. This indemnification does not extend to any liability (1) resulting from defects or malfunctions in the Vehicle related to acts or omissions of the manufacturer, (2) resulting from City's failure to provide all necessary and/or scheduled maintenance, service, and/or repair, and/or (3) resulting when the City provides or performs the necessary and/or scheduled maintenance, service, and/or repair to the Vehicle negligently or at less than industry standards.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

Upon Board approval, please return an adopted copy of the Board letter and the original executed copy of the Agreement to the Department's Communications and Fleet Management Bureau.

The Honorable Board of Supervisors

5/19/2015

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Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:SDE:SLE:

Enclosures

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF ROSEMEAD**

This Bailment Agreement, hereinafter referred to as "Agreement," is made and entered into this 19th day of May, 2015 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the CITY OF ROSEMEAD.

1. **Bailment of Property:** The City of Rosemead hereby bails a 2015 Chevrolet Impala, four-door sedan, Vehicle Identification Number 2G1125S39F9140753, hereinafter referred to as the "VEHICLE," for the exclusive use of the Los Angeles County Sheriff's Department.

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. CITY OF ROSEMEAD shall provide all necessary and/or scheduled maintenance, service, and/or repairs of the Vehicle at no cost to the COUNTY. COUNTY has the right to inspect said Vehicle prior to acceptance. The CITY OF ROSEMEAD shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. CITY OF ROSEMEAD shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. CITY OF ROSEMEAD shall pay for all necessary and/or scheduled maintenance, service, and/or repairs required for the proper operation of the Vehicle. COUNTY shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. COUNTY will provide, install, and maintain all required law enforcement equipment necessary for communications, such as Sheriff's Department voice radios. All required law enforcement equipment installed by COUNTY will be removed from the Vehicle prior to return of the Vehicle to the City of Rosemead.

4. **Indemnification:** COUNTY agrees to indemnify and defend CITY OF ROSEMEAD from any and all liability, losses, or damages the CITY OF ROSEMEAD may suffer and from any claims, demands, costs, or judgments against the CITY OF ROSEMEAD arising out of COUNTY's use or operation of the CITY OF ROSEMEAD'S Vehicle. This indemnification does not extend to any liability (1) resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions, (2) resulting from CITY OF ROSEMEAD'S failure to provide all necessary and/or scheduled maintenance, service, or repair to the Vehicle, and/or (3) resulting when the CITY OF ROSEMEAD provides or performs the necessary and/or

scheduled maintenance, service, or repair to the Vehicle negligently or at less than industry standards. COUNTY maintains programs of self-insurance to meet any indemnity obligations hereunder.

5. **Titles:** Registered and legal title to the Vehicle is, and shall at all times, remain in the name of CITY OF ROSEMEAD. The Vehicle shall not be transferred or delivered by COUNTY to any persons other than CITY OF ROSEMEAD without the CITY OF ROSEMEAD'S prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the CITY OF ROSEMEAD to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. COUNTY shall provide the CITY OF ROSEMEAD with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as the CITY OF ROSEMEAD or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the Vehicle odometer or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by the CITY OF ROSEMEAD to COUNTY and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to CITY OF ROSEMEAD at its place of business, except at such time when the CITY OF ROSEMEAD has regained temporary possession of the Vehicle, such as for the performance of necessary and/or scheduled maintenance, service and/or repair.

When COUNTY is in possession of the Vehicle, COUNTY shall be responsible for any and all damages to the Vehicle except those damages (1) resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions, (2) resulting from CITY OF ROSEMEAD'S failure to provide all necessary and/or scheduled maintenance, service, and/or repair to the Vehicle, and/or (3) resulting when the CITY OF ROSEMEAD provides or performs

the necessary and/or scheduled maintenance, service, or repair to the Vehicle negligently or at less than industry standards. In the event of damages to the Vehicle, COUNTY shall notify the CITY OF ROSEMEAD to that effect and follow such instructions that the CITY OF ROSEMEAD may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the CITY OF ROSEMEAD agreement as to such condition), COUNTY shall properly notify the CITY OF ROSEMEAD thereof and hold any wreckage for disposal by the CITY OF ROSEMEAD. With respect to any loss, theft or damage to the Vehicle, COUNTY and the CITY OF ROSEMEAD shall negotiate the value for a comparably equipped Vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice. Upon termination of this Agreement, COUNTY shall immediately return the Vehicle to the CITY OF ROSEMEAD.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

City of Rosemead
Attn: City Manager
8838 East Valley Blvd
Rosemead, CA 91770

13. **Independent Contractor:** This Agreement is by and between COUNTY and the CITY OF ROSEMEAD and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CITY OF ROSEMEAD. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The CITY OF ROSEMEAD agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The CITY OF ROSEMEAD represents and warrants that the person executing this Agreement for the CITY OF ROSEMEAD is an authorized agent who has actual authority to bind the CITY OF ROSEMEAD to each and every term, condition, and obligation of this Agreement and that all requirements of the CITY OF ROSEMEAD have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11, Amendments, of this Agreement.

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF ROSEMEAD**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board, and City of Rosemead has executed this Agreement, or caused it to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

CITY OF ROSEMEAD

By Mike Antonovich
Mayor, Board of Supervisors

By [Signature]

ATTEST:
PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By Michelle [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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MAY 19 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

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